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**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE WESTERN DISTRICT OF PENNSYLVANIA**  
**PITTSBURGH DIVISION**

**JAMAL WOODSON; and SLAAM, INC.**

Plaintiffs,

**vs.**

**OAKLAND CATHOLIC HIGH SCHOOL,  
INC.;** and **MARISA GRECO** in her  
individual capacity.

Case No. 2:20-cv-1951

**COMPLAINT IN CIVIL ACTION**

**JURY TRIAL DEMANDED**

**COMPLAINT**

NOW COMES the Plaintiffs, Jamal Woodson, and SLAAM, Inc. by and through their attorneys, The Trial Law Firm, LLC, Mart Harris, Esquire, and Nelson Berardinelli, Esquire, and files the within Complaint against the Defendants.

**Parties**

1. The first Plaintiff is Jamal Woodson (“Mr. Woodson”). Mr. Woodson is an adult male individual who resides in Allegheny County Pennsylvania.

2. The second Plaintiff is SLAAM, Inc. (“SLAAM”). SLAAM is a Pennsylvania non-profit corporation.

3. The first Defendant is Oakland Catholic High School, Inc. (“OCHS”). OCHS is a Pennsylvania non-profit corporation with offices at 144 North Craig Street, Pittsburgh PA 15213.

4. The second Defendant is Marisa Greco (“Mrs. Greco”), who is an adult individual who was employed by OCHS as a principal during the relevant time period.

### **Personal Jurisdiction of the Parties and Venue**

5. Personal Jurisdiction over Mr. Woodson and SLAAM exists, as they avail themselves of the jurisdiction of this Court.

6. Personal Jurisdiction over OCHS exists because it has a regular place of business in the Western District of Pennsylvania within the Pittsburgh Division’s territory.

7. Personal Jurisdiction over Mrs. Greco exists because she worked during the relevant time period in the Western District of Pennsylvania within the Pittsburgh Division’s territory.

8. The events and omissions which give rise to the claims asserted herein occurred in the Western District of Pennsylvania in or around Pittsburgh, Pennsylvania. Therefore, pursuant to 28 U.S.C. § 1391(b), the District Court situated in Pittsburgh Pennsylvania is the proper venue for this case.

### **Subject Matter Jurisdiction**

9. This Civil Action is brought pursuant to 42 U.S.C. § 1981. Therefore, pursuant to 28 U.S.C. § 1331, the United States District Courts have Subject Matter Jurisdiction over this dispute.

**Facts of the Case**

10. Mr. Woodson worked as an assistant varsity girls' basketball coach/head junior varsity girls' basketball coach at OCHS from approximately August 1, 2013 through approximately March 12, 2020. His varsity duties were to assist the head coach for all strategy and tactics to be used in upcoming games, and to provide coaching to the players during an active game. His JV duties were to run the JV practices and prepare them to play at the varsity level. Mr. Woodson did not provide religious instruction to OCHS students.

11. One of the first things Mr. Woodson did as an employee was to make a pre-game warm-up mix tape for the basketball team. Mr. Woodson was explicitly careful to only include songs that were "clean" (*i.e.* without explicit lyrics or content). However, the music chosen was classically associated with Black people.

12. In a meeting with Mr. Woodson, Mrs. Zelno (the principal of OCHS at the time) stated that his warm-up playlist was "very offensive and disrespectful." She continued that OCHS was "not a public school so do not ever make music again for the team."

13. Mr. Woodson, fearing for his job, capitulated and agreed to follow Ms. Zelno's directive.

14. After Mr. Woodson was instructed that the music was improper, he learned that his playlist had been, verbatim, adopted by the volleyball team. The volleyball staff, all white, played the exact same song list, in the exact same song order, as their own pre-game warm-up music.

15. In or around 2018, the head basketball coach for the Varsity team, Shannon Boyle ("Ms. Boyle"), was terminated.

16. It is common within sports that when a head coach is terminated, their assistant coaches will subsequently be terminated and sometimes, promoted to head coach. Therefore, Mr.

1 Woodson asked Mrs. Greco if his job was in jeopardy. Mrs. Greco indicated that he was not  
2 being fired.

3 17. Upon learning he was not being fired, he applied for the position of head coach.

4 18. In his five (5) years as the head coach for the JV team, and an assistant coach for  
5 the varsity team, Mr. Woodson achieved significant results. Mr. Woodson was in charge of  
6 practices, strategy, and ultimately led his JV team to two undefeated seasons in 2015-2016 and  
7 2016-2017. Mr. Woodson also founded and runs a large basketball organization, SLAAM, which  
8 trains children for competitive basketball play. From 2013 through 2019, SLAAM rented the  
9 OCHS gymnasium for training.

10 19. Despite his expertise in the industry and success with OCHS's JV team, in his  
11 interview, Mr. Woodson was treated coldly, to the point that it was apparent to Mr. Woodson  
12 that he would not be promoted to head coach for the varsity team; and instead, he felt like a  
13 "token" Black interviewee.

14 20. Ultimately, a white woman was hired to be the head basketball coach for the  
15 Varsity team instead of Mr. Woodson in or around June 2018. Upon information and belief, Mr.  
16 Woodson was more qualified to coach on the basis of his 14 years' coaching experience, his  
17 expertise in training basketball players via SLAAM, and specifically due to his back-to-back  
18 undefeated seasons, whereas, the white woman who was hired did not have any coaching  
19 experience.

20 21. In or around July 2019, the athletic director Ms. McCracken informed Mr.  
21 Woodson that SLAAM would no longer be able to rent OCHS's gymnasium, because "we no  
22 longer rent to for-profit businesses."

23 22. Mr. Woodson replied that SLAAM is a non-profit organization.

24 23. Ms. McCracken replied that she would "get back" to Mr. Woodson.  
25

1           24.     Three days later, OCHS changed its reason to that it “did not want to be accused  
2 of recruiting.”

3           25.     Mr. Woodson stated to Ms. McCracken that he felt that the reason OCHS refused  
4 to contract with SLAAM was because he is Black. He also indicated at that time that he felt that  
5 he had been treated unfairly on the basis of race in numerous respects, including but not limited  
6 to informing her that he had been “singled out” because three days prior, the “only” reason he  
7 couldn’t rent the gym is because SLAAM was “for-profit” as well as the incidents discussed  
8 above regarding the warmup music and his experiences in the interview for head coach.

9           26.     A few days after Mr. Woodson informed Ms. McCracken that he thought OCHS’s  
10 decision was made on a racially discriminatory basis, Ms. McCracken unilaterally modified the  
11 terms of the rental agreement between OCHS and SLAAM, to include rules for SLAAM’s use of  
12 the gymnasium, as well as raising the price of the rental by \$500.00. The new rate was in effect  
13 from August 2019 through December 2019.

14           27.     In or around December 2019, Ms. McCracken informed Mr. Woodson that, “upon  
15 further review,” SLAAM would not be able to rent OCHS’s gymnasium anymore due to “too  
16 many conflicts using the gym.”

17           28.     Upon information and belief, including but not specifically limited to the fact that  
18 OCHS’s gymnasium schedule was publicly available information online, the schedule did not  
19 have “too many conflicts,” as the schedule had not substantially changed from the previous six  
20 (6) years that SLAAM rented the OCHS gymnasium.

21           29.     Upon information and belief, also in or around December 2019, a white volleyball  
22 coach at OCHS requested to rent the OCHS gymnasium and was permitted to do so, despite the  
23 “conflicts.”

24           30.     As a result, SLAAM had to rent the gymnasium at another school at a  
25 substantially higher rate of \$100.00 per hour as opposed to the flat rate of OCHS.

1           31.     In approximately February 2020, local news station WTAE asked Mr. Woodson if  
2 they could, for a segment memorializing the death of Kobe Bryant, interview him.

3           32.     In 2017, Mr. Woodson received a similar invitation when he was invited to film a  
4 segment for “Good Morning America.” At that time, he was told that OCHS administration  
5 would have to approve his request.

6           33.     Mr. Woodson was honored to be asked to be a part of the national mourning over  
7 the death of Kobe Bryant and mindful of the required procedure, took the request to OCHS’s  
8 Athletic Director Molly McCracken.

9           34.     Ms. McCracken stated she would run it by the OCHS administration.

10          35.     Within an hour of Mr. Woodson’s communication with Ms. McCracken, Mr.  
11 Woodson was forbidden by OCHS to do the interview.

12          36.     A few days later, Mrs. Greco reprimanded Mr. Woodson for his even asking  
13 permission to fulfill WTAE’s request.

14          37.     Later, on or about February 10, 2020, after OCHS played North Allegheny in  
15 basketball, Mrs. Greco was having a conversation with (white) varsity head coach Brianne  
16 O’Rourke. Mr. Woodson and Ms. April Robinson (a white assistant basketball coach) were  
17 standing nearby, but were not a part of, or involved in, the conversation, and Ms. Robinson then  
18 walked away, then Mr. Woodson also walked away while Ms. O’Rourke and Mrs. Greco  
19 continued their conversation.

20          38.     On or about February 11, 2020, at around 9:00 a.m., Mrs. Greco called Mr.  
21 Woodson.

22          39.     During that call:

23               a.   Mrs. Greco told Mr. Woodson that his “disrespect” was “on notice;”  
24  
25

- 1                   b. According to Mrs. Greco, it was “disrespectful” for Mr. Woodson to have  
2                   walked away from the aforementioned discussion Ms. O’Rourke had with  
3                   Mrs. Greco the day prior;  
4                   c. Mr. Woodson asked Mrs. Greco how he could be “disrespectful” given  
5                   that he was not involved in the conversation; and  
6                   d. Mrs. Greco’s response was, “Jamal, stop resisting, you are only making it  
7                   worse” before she hung up on Mr. Woodson.

8           40. This same behavior, which apparently was disrespectful and embarrassing, was  
9           only so when Mr. Woodson walked away, not when Ms. Robinson walked away from that same  
10          conversation.

11          41. The next month, on or about March 12, 2020, Mrs. Greco fired Mr. Woodson for  
12          “not meeting the Oakland Catholic standard.”

13          42. When Mr. Woodson asked for the real reason he was being fired, Mrs. Greco  
14          confirmed that it was because he had asked for permission to use the gym “when [he] should  
15          have known not to ask.”

16          43. Around the same time that Mr. Woodson was reprimanded and then terminated  
17          for asking permission to do something, as opposed to doing something without first asking  
18          permission, Ms. Robinson, without asking permission, actually went through with the Pittsburgh  
19          Post-Gazette coming into OCHS, taking pictures as part of their story (regarding the same  
20          basketball team that, when Mr. Woodson was the facilitator, he was fired).

21          44. Upon information and belief, Ms. Robinson was not reprimanded or otherwise  
22          punished, despite that she didn’t even ask for permission, while Mr. Woodson was terminated for  
23          asking for permission.

24          45. These causes of action follow:  
25

**COUNT I**

**42 U.S.C. § 1981**

**Race Discrimination in Contracts (Retaliation – Wrongful Termination and Other  
Materially Adverse Actions)**

*All Plaintiffs v. All Defendants.*

46. All other paragraphs of this complaint are incorporated as if set forth at length herein.

47. Mr. Woodson engaged in protected activity as demonstrated in ¶ 25 of this Complaint, when he complained that OCHS engaged in race discrimination.

48. Within days of Mr. Woodson's protected activity (on behalf of himself and SLAAM), OCHS engaged in a materially adverse action as demonstrated in ¶ 26 of this Complaint, when OCHS unilaterally modified the terms of SLAAM's rental agreement; both increasing the rate of the contract as well as adding restrictions against SLAAM in order to punish Plaintiffs, and discourage further protected activity.

49. OCHS's action can be inferred as retaliatory on the non-exclusive basis of the temporal proximity between the protected activity and materially adverse action, as well as a pattern of antagonism demonstrated in ¶¶ 21-29, 33-36, and 38-42 of this Complaint.

50. As a direct and proximate result of OCHS's retaliatory actions, Plaintiffs suffered injury and damages.

51. OCHS engaged in further materially adverse actions as described in ¶ 27 of this Complaint, by refusing to contract with SLAAM in order to punish Plaintiffs and discourage further protected activity.

52. OCHS's action can be inferred as retaliatory on the non-exclusive basis of temporal proximity between the protected activity and materially adverse action, as well as a pattern of antagonism and the shifting and illogical and disparate reasons provided by OCHS for



its modifications and refusal to enter into contracts with SLAAM as discussed in ¶¶ 21-29 of this Complaint.

53. As a direct and proximate result of OCHS's retaliatory actions, Plaintiffs suffered injury and damages.

54. After Mr. Woodson's protected activity as described in ¶ 25 of the Complaint, in continuation of the pattern of antagonism described above, OCHS terminated Mr. Woodson's employment.

55. OCHS's action in terminating Mr. Woodson's employment can be inferred as retaliatory on the non-exclusive basis of a pattern of antagonism as demonstrated in ¶¶ 21-29 and 35-44, and the shifting and illogical and disparate reasons provided by OCHS for Mr. Woodson's termination as detailed in ¶¶ 36-44.

56. As a direct and proximate result of OCHS's retaliatory actions, Plaintiffs suffered injury and damages.

## **COUNT II**

### **42 U.S.C. § 1981**

#### **Race Discrimination in Contracts (Wrongful Termination)**

*Mr. Woodson v. All Defendants*

57. All other paragraphs of this complaint are incorporated as if set forth at length herein.

58. Mr. Woodson is a member of a protected class, since he is Black.

59. OCHS subjected Mr. Woodson to an adverse employment action when he was terminated as stated in ¶ 41 of this Complaint.


60. OCHS's actions can be inferred as discriminatory on the non-exclusive basis of the shifting and illogical and disparate reasons provided by OCHS for Mr. Woodson's termination as detailed in ¶¶ 36-44.



1 on economic damages at the prevailing rate through the date of judgment; 8) post-judgment  
2 interest on the judgment at the prevailing rate through the date of judgment and the date of  
3 satisfaction of the judgment; 9) attorney's fees to be established by post-trial petition; and 10)  
4 costs of suit to be established by post-trial bill.

5 Respectfully submitted by:

6 **THE TRIAL LAW FIRM, LLC**

7  
8 By:   
9 Mart Harris, Esquire  
10 Nelson Berardinelli, Esquire  
11 *Trial Lawyers for Plaintiffs*  
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